


Tiki Brown
Clerk of State Court
Clayton County, Georgia
Ravie Tucker

**IN THE STATE COURT OF CLAYTON COUNTY
STATE OF GEORGIA**

CHRISTIAN SANCHEZ,
Individually and as the Father of
ISABELLA SANCHEZ and
JULIANA REUM, the minor children
of SARAH ELIZABETH REUM,
deceased, and STACEY JENKINS
and RICKY REUM, Administrators
of the Estate of SARAH ELIZABETH
REUM, their deceased daughter,

Plaintiffs,

v.

U.S. HEALTHVEST, LLC,
VEST MONROE LLC d/b/a
RIDGEVIEW INSTITUTE-
MONROE, HEALTHVEST, LLC,
HEIDI HILLERY, EVELYN
JOSEPH, TRACIE ANDREWS,
STACIE EDMONDSON, YVELAIRE
MASSENA and JANE DOES 1-5 and
JOHN DOES 1-5,

Defendants.

CIVIL ACTION FILE NO.:

2019CV00890

JURY OF TWELVE DEMANDED

ANSWER OF U.S. HEALTHVEST, LLC

U.S. HEALTHVEST, LLC (hereafter "HealthVest" or "this Defendant"), named as a Defendant in the above-styled civil action, files its Answer and Defenses to Plaintiffs' Complaint for Damages, and hereby shows this Honorable Court as follows:

FIRST DEFENSE

The Complaint in whole or in part fails to state a claim upon which relief may be granted.

SECOND DEFENSE

HealthVest asserts the defense of lack of jurisdiction over the person.

THIRD DEFENSE

HealthVest asserts the defense of improper venue.

FOURTH DEFENSE

HealthVest asserts the defense of improper joinder.

FIFTH DEFENSE

Pending further discovery, Plaintiffs' Complaint fails to meet the requirements of O.C.G.A. §§ 9-11-9.1 and 24-7-702 regarding the qualifications of the expert(s) and/or the circumstances under which the affidavit was executed, and Defendant therefore asserts this defense, and moves for dismissal on this basis, in order to preserve this defense.

SIXTH DEFENSE

At no time did HealthVest owe any duty to Plaintiffs or their decedent. HealthVest does not own or operate Ridgeview Institute-Monroe. Employees of Ridgeview Institute-Monroe are not agents or employees of HealthVest.

SEVENTH DEFENSE

No act or omission on the part of HealthVest caused or contributed to cause any harm to Plaintiffs or their decedent.

EIGHTH DEFENSE

To the extent that any of the care at issue may be construed as urgent or emergent, Defendant pleads the application of O.C.G.A. § 51-1-29.5. The alleged conduct would be subject to a gross negligence standard.

NINTH DEFENSE

Punitive damages are not recoverable in a wrongful death case.

TENTH DEFENSE

HealthVest denies the Plaintiffs are entitled to punitive damages. Alternatively, said claims are subject to the requirements of proof and limitations of recovery set forth in O.C.G.A. § 51-12-5.1.

ELEVENTH DEFENSE

The imposition of punitive or exemplary damages against this Defendant would violate its constitutional right under the Due Process Clause of the Fifth and Fourteenth Amendments to the United States Constitution, the Excessive Fines Clause of the Eighth Amendment to the United States Constitution, the Double Jeopardy Clause of the Fifth Amendment to the United States Constitution, and similar provisions in the Constitution of the State of Georgia, applicable statutes, and court rules.

TWELFTH DEFENSE

The statutes of the State of Georgia which would authorize the imposition of aggravated, exemplary, or punitive damages, are contrary, by their express terms and as they may be applied to this Defendant in this case, to the Constitution of the United States and the Constitution of the State of Georgia, and are therefore barred inasmuch as the statutes allow for the deprivations of property without due process of law, violate equal protection of the law by providing fewer protections for civil litigants and criminal statutes which provide for the imposition of monetary funds, and are void, inasmuch as they allow for the imposition of an excessive fine (U.S. Const., Amend. V, VIII, and XIV; Georgia Const. Art. 1, § 1, ¶¶ 1, 2, and 17).

THIRTEENTH DEFENSE

HealthVest denies the Plaintiffs are entitled to recover attorneys' fees. Alternatively, HealthVest asserts the defenses of lack of privity, lack of contract and absence of any fiduciary relationship.

FOURTEENTH DEFENSE

HealthVest responds to the specific allegations in Plaintiffs' Complaint as follows:

1.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 1 of Plaintiffs' Complaint and therefore denies the same.

2.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 2 of Plaintiffs' Complaint and therefore denies the same.

3.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 3 of Plaintiffs' Complaint and therefore denies the same.

4.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 4 of Plaintiffs' Complaint and therefore denies the same.

5.

HealthVest admits the allegations contained in Paragraph 5 of Plaintiffs' Complaint.

6.

HealthVest admits the allegations contained in Paragraph 6 of Plaintiffs' Complaint, but denies that upon such service it is subject to the jurisdiction and venue of this Court.

7.

HealthVest denies the allegations contained in Paragraph 7 of Plaintiffs' Complaint.

8.

HealthVest denies the allegations contained in Paragraph 8 of Plaintiffs' Complaint.

9.

HealthVest admits the allegations contained in Paragraph 9 of Plaintiffs' Complaint.

10.

HealthVest admits that Vest Monroe, LLC may be served through its registered agent for service, Registered Agent Solutions, Inc., 906 Old Roswell Lakes Parkway, Suite 310, Roswell, Fulton County, Georgia 30076. Except as thus stated, denied.

11.

HealthVest admits that Vest Monroe, LLC transacts business in Georgia.

12.

HealthVest denies the allegations contained in Paragraph 12 of Plaintiffs' Complaint.

13.

HealthVest admits the allegations contained in Paragraph 13 of Plaintiffs' Complaint.

14.

HealthVest admits that RV Behavioral, LLC may be served through its registered agent for service, Registered Agent Solutions, Inc., 906 Old Roswell Lakes Parkway, Suite 310, Roswell, Fulton County, Georgia 30076. Except as thus stated, denied.

15.

HealthVest admits that RV Behavioral, LLC transacts business in the State of Georgia and did so in January 2018. Except as thus stated, denied.

16.

HealthVest denies the allegations contained in Paragraph 16 of Plaintiffs' Complaint.

17.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of Plaintiffs' Complaint and, therefore, denies same.

18.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 of Plaintiffs' Complaint and, therefore, denies same.

19.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 of Plaintiffs' Complaint and, therefore, denies same.

20.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 of Plaintiffs' Complaint and, therefore, denies same.

21.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 of Plaintiffs' Complaint and, therefore, denies same.

22.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of Plaintiffs' Complaint and, therefore, denies same.

23.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of Plaintiffs' Complaint and, therefore, denies same.

24.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of Plaintiffs' Complaint and, therefore, denies same.

25.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of Plaintiffs' Complaint and, therefore, denies same.

26.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of Plaintiffs' Complaint and, therefore, denies same.

27.

Responding to the allegations contained in Paragraph 27 of Plaintiffs' Complaint, HealthVest denies any such persons as described were employees of HealthVest. Except as thus stated, denied.

28.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of Plaintiffs' Complaint and, therefore, denies same.

29.

Responding to the allegations contained in Paragraph 29 of Plaintiffs' Complaint, HealthVest denies any such persons as described were employees of HealthVest. Except as thus stated, denied.

30.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of Plaintiffs' Complaint and, therefore, denies same.

31.

HealthVest denies the allegations contained in Paragraph 31 of Plaintiffs' Complaint.

32.

Responding to the allegations set forth in Paragraph 32 of the Complaint,, HealthVest agrees solely that Vest Monroe and RV Behavioral are subsidiaries of HealthVest. The remaining allegations contained in this Paragraph are denied.

33.

Responding to the allegations contained in Paragraph 33 of the Complaint, HealthVest states that it holds itself out to the community in general as involved in behavioral health care, but denies any direct health care relationship with Plaintiffs' decedent. To the extent any allegations of this paragraph remain unanswered, those allegations are denied.

34.

Responding to the allegations contained in Paragraph 33 of the Complaint, HealthVest states that it holds itself out to the community in general as involved in behavioral health care, but denies any direct health care relationship with Plaintiffs' decedent. To the extent any allegations of this paragraph remain unanswered, those allegations are denied.

35.

HealthVest is without knowledge or information sufficient to form a belief as to the allegations contained in Paragraph 35 of Plaintiffs' Complaint and, therefore denies same.

36.

HealthVest denies the allegations contained in Paragraph 36 of Plaintiffs' Complaint.

37.

HealthVest denies the allegations contained in Paragraph 37 of Plaintiffs' Complaint.

38.

Paragraph 38 contains a legal conclusion for which no response is required. To the extent a response is required, Georgia law sets forth the legal requirements for a medical treater-patient relationship and HealthVest denies any allegations to the contrary. Except as thus stated, denied.

39.

The responses set out above in Paragraph 1 through 38 are incorporated by reference as if set out fully herein.

40.

In response to Paragraph 40 of Plaintiffs' Complaint, HealthVest states that the medical care and treatment is generally reflected in the medical records, which speak for themselves. To

the extent Plaintiffs misstate or mischaracterize any information contained in the medical records, HealthVest denies such allegations.

41.

In response to Paragraph 41 of Plaintiffs' Complaint, HealthVest states that the medical care and treatment is generally reflected in the medical records, which speak for themselves. To the extent Plaintiffs misstate or mischaracterize any information contained in the medical records, HealthVest denies such allegations.

42.

In response to Paragraph 42 of Plaintiffs' Complaint, HealthVest states that the medical care and treatment is generally reflected in the medical records, which speak for themselves. To the extent Plaintiffs misstate or mischaracterize any information contained in the medical records, HealthVest denies such allegations.

43.

In response to Paragraph 43 of Plaintiffs' Complaint, HealthVest states that the medical care and treatment is generally reflected in the medical records, which speak for themselves. To the extent Plaintiffs misstate or mischaracterize any information contained in the medical records, HealthVest denies such allegations.

44.

In response to Paragraph 44 of Plaintiffs' Complaint, HealthVest states that the medical care and treatment is generally reflected in the medical records, which speak for themselves. To the extent Plaintiffs misstate or mischaracterize any information contained in the medical records, HealthVest denies such allegations.

45.

In response to Paragraph 45 of Plaintiffs' Complaint, HealthVest states that the medical care and treatment is generally reflected in the medical records, which speak for themselves. To the extent Plaintiffs misstate or mischaracterize any information contained in the medical records, HealthVest denies such allegations.

46.

In response to Paragraph 46 of Plaintiffs' Complaint, HealthVest states that the medical care and treatment is generally reflected in the medical records, which speak for themselves. To the extent Plaintiffs misstate or mischaracterize any information contained in the medical records, HealthVest denies such allegations.

47.

In response to Paragraph 47 of Plaintiffs' Complaint, HealthVest states that the medical care and treatment is generally reflected in the medical records, which speak for themselves. To the extent Plaintiffs misstate or mischaracterize any information contained in the medical records, HealthVest denies such allegations.

48.

In response to Paragraph 48 of Plaintiffs' Complaint, HealthVest states that the medical care and treatment is generally reflected in the medical records, which speak for themselves. To the extent Plaintiffs misstate or mischaracterize any information contained in the medical records, HealthVest denies such allegations.

49.

In response to Paragraph 49 of Plaintiffs' Complaint, HealthVest states that the medical care and treatment is generally reflected in the medical records, which speak for themselves. To

the extent Plaintiffs misstate or mischaracterize any information contained in the medical records, HealthVest denies such allegations.

50.

In response to Paragraph 50 of Plaintiffs' Complaint, HealthVest states that the medical care and treatment is generally reflected in the medical records, which speak for themselves. To the extent Plaintiffs misstate or mischaracterize any information contained in the medical records, HealthVest denies such allegations.

51.

In response to Paragraph 51 of Plaintiffs' Complaint, HealthVest states that the medical care and treatment is generally reflected in the medical records, which speak for themselves. To the extent Plaintiffs misstate or mischaracterize any information contained in the medical records, HealthVest denies such allegations.

52.

In response to Paragraph 52 of Plaintiffs' Complaint, HealthVest states that the content of any videotape speaks for itself. To the extent Plaintiffs misstate or mischaracterize any information contained on said videotape or in other materials, HealthVest denies such allegations. Except as thus stated, denied.

53.

In response to Paragraph 53 of Plaintiffs' Complaint, HealthVest states that the medical care and treatment is generally reflected in the medical records, which speak for themselves. HealthVest has no personal knowledge which allows it to admit or deny said allegations, but upon information and belief agrees with same.

54.

HealthVest is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 54 of Plaintiffs' Complaint and, therefore, denies same.

55.

In response to Paragraph 55 of Plaintiffs' Complaint, HealthVest states that the details of the State of Georgia's investigation are generally reflected in the report, which speaks for itself. Except as thus stated, denied.

56.

In response to Paragraph 55 of Plaintiffs' Complaint, HealthVest states that the details of the City of Monroe Police Department's investigation are generally reflected in the report, which speaks for itself. Except as thus stated, denied.

57.

Paragraph 57 of Plaintiffs' Complaint contains a legal conclusion for which no response is required. To the extent a response is required, HealthVest denies that it falsified Sarah Reum's medical records or violated O.C.G.A. §16-10-94.1. Except as thus stated, denied as pled.

58.

HealthVest admits that the Georgia Department of Health and Human Services conducted an investigation at Ridgeview Institute-Monroe after January 20, 2018. Except as thus stated, denied as pled.

59.

Responding to the allegations contained in Paragraph 59 of Plaintiffs' Complaint, HealthVest states that the ACTS Complaint Incident Investigation Report attached to the

Complaint speaks for itself. To the extent any allegations set forth in this Paragraph remain unanswered, HealthVest denies same. Except as thus stated, denied.

60.

Responding to the allegations contained in Paragraph 60 of Plaintiffs' Complaint, HealthVest states that the ACTS Complaint Incident Investigation Report attached to the Complaint speaks for itself. To the extent any allegations set forth in this Paragraph remain unanswered, HealthVest is without knowledge or information sufficient to form a belief about same and, therefore, denies same.

61.

Responding to the allegations contained in Paragraph 61 of Plaintiffs' Complaint, HealthVest states that the ACTS Complaint Incident Investigation Report attached to the Complaint speaks for itself. To the extent any allegations set forth in this Paragraph remain unanswered, HealthVest is without knowledge or information sufficient to form a belief about same and, therefore, denies same.

62.

Responding to the allegations contained in Paragraph 62 of Plaintiffs' Complaint, HealthVest states that the ACTS Complaint Incident Investigation Report attached to the Complaint speaks for itself. To the extent any allegations set forth in this Paragraph remain unanswered, HealthVest is without knowledge or information sufficient to form a belief about same and, therefore, denies same.

63.

Responding to the allegations contained in Paragraph 63 of Plaintiffs' Complaint, HealthVest states that the ACTS Complaint Incident Investigation Report attached to the

Complaint speaks for itself. To the extent any allegations set forth in this Paragraph remain unanswered, HealthVest is without knowledge or information sufficient to form a belief about same and, therefore, denies same.

64.

Responding to the allegations contained in Paragraph 64 of Plaintiffs' Complaint, HealthVest states that the ACTS Complaint Incident Investigation Report attached to the Complaint speaks for itself. To the extent any allegations set forth in this Paragraph remain unanswered, HealthVest is without knowledge or information sufficient to form a belief about same and, therefore, denies same.

65.

Responding to the allegations contained in Paragraph 65 of Plaintiffs' Complaint, HealthVest states that the ACTS Complaint Incident Investigation Report attached to the Complaint speaks for itself. To the extent any allegations set forth in this Paragraph remain unanswered, HealthVest is without knowledge or information sufficient to form a belief about same and, therefore, denies same.

66.

Responding to the allegations contained in Paragraph 66 of Plaintiffs' Complaint, HealthVest states that the ACTS Complaint Incident Investigation Report attached to the Complaint speaks for itself. HealthVest denies the last sentence of this paragraph. To the extent any allegations set forth in this Paragraph remain unanswered, HealthVest is without knowledge or information sufficient to form a belief about same and, therefore, denies same.

67.

In response to Paragraph 67 of Plaintiffs' Complaint, HealthVest states that the course of this patient would be generally reflected in the medical records, which speak for themselves. To the extent Plaintiffs misstate or mischaracterize any information contained in the medical records, HealthVest denies such allegations.

68.

In response to Paragraph 68 of Plaintiffs' Complaint, HealthVest states that the course of this patient would be generally reflected in the medical records, which speak for themselves. To the extent Plaintiffs misstate or mischaracterize any information contained in the medical records, HealthVest denies such allegations.

69.

HealthVest denies as pled the allegations contained in Paragraph 69 of Plaintiffs' Complaint.

70.

In response to Paragraph 70 of Plaintiffs' Complaint, HealthVest states that Investigator Holbrooks' report attached to the Complaint speaks for itself. Except as thus stated, HealthVest is without knowledge or information sufficient to form a belief as to the truth of any allegations remaining in this Paragraph and, therefore, denies same.

71.

The responses set out above in Paragraph 1 through 70 are incorporated by reference as if set out fully herein.

72.

Paragraph 72 of Plaintiffs' Complaint contains a legal conclusion for which no response is required. To the extent a response is required, Georgia law sets out the applicable duties and standards of care and HealthVest denies any allegations to the contrary. In further response, HealthVest denies the allegations set forth in Paragraph 72 of Plaintiffs' Complaint.

73.

Paragraph 73 of Plaintiffs' Complaint contains a legal conclusion for which no response is required. To the extent a response is required, Georgia law sets out the applicable duties and standards of care and HealthVest denies any allegations to the contrary. In further response, HealthVest denies the allegations set forth in Paragraph 73 of Plaintiffs' Complaint.

74.

HealthVest denies the allegations contained in Paragraph 74 of Plaintiffs' Complaint.

75.

HealthVest denies the allegations contained in Paragraph 75 of Plaintiffs' Complaint.

76.

HealthVest denies the allegations contained in Paragraph 76 of Plaintiffs' Complaint.

77.

Responding to the allegations set forth in Paragraph 77 of the Complaint, HealthVest admits solely that a copy of what purports to be an affidavit of William Sledge, M.D. is attached to the Complaint, and denies all remaining allegations set forth in this Paragraph and in the affidavit.

78.

To the extent Paragraph 78 of Plaintiffs' Complaint requires a response, HealthVest denies same.

79.

The responses set out above in Paragraph 1 through 78 are incorporated by reference as if set out fully herein.

80.

Paragraph 80 of Plaintiffs' Complaint contains a legal conclusion for which no response is required. To the extent a response is required, Georgia law sets out the applicable duties and standards of care and HealthVest denies any allegations to the contrary. In further response, HealthVest denies the allegations contained in Paragraph 80 of Plaintiffs' Complaint.

81.

Paragraph 81 of Plaintiffs' Complaint contains a legal conclusion for which no response is required. To the extent a response is required, Georgia law sets out the applicable duties and standards of care and HealthVest denies any allegations to the contrary. In further response, HealthVest denies the allegations contained in Paragraph 81 of Plaintiffs' Complaint.

82.

HealthVest denies the allegations contained in Paragraph 82 of Plaintiffs' Complaint.

83.

HealthVest denies the allegations contained in Paragraph 83 of Plaintiffs' Complaint.

84.

HealthVest denies the allegations contained in Paragraph 84 of Plaintiffs' Complaint.

85.

HealthVest denies the allegations contained in Paragraph 85 of Plaintiffs' Complaint.

86.

The responses set out above in Paragraph 1 through 85 are incorporated by reference as if set out fully herein.

87.

HealthVest denies the allegations contained in Paragraph 87 of Plaintiffs' Complaint.

88.

HealthVest denies the allegations contained in Paragraph 88 of Plaintiffs' Complaint.

89.

The responses set out above in Paragraph 1 through 88 are incorporated by reference as if set out fully herein.

90.

HealthVest denies the allegations contained in Paragraph 90 of Plaintiffs' Complaint.

91.

HealthVest denies the allegations contained in Paragraph 91 of Plaintiffs' Complaint.

92.

HealthVest denies the allegations contained in Paragraph 92 of Plaintiffs' Complaint.

93.

The responses set out above in Paragraph 1 through 92 are incorporated by reference as if set out fully herein.

94.

HealthVest denies the allegations contained in Paragraph 94 of Plaintiffs' Complaint.

95.

HealthVest denies the allegations contained in Paragraph 95 of Plaintiffs' Complaint.

96.

The responses set out above in Paragraph 1 through 95 are incorporated by reference as if set out fully herein.

97.

HealthVest denies the allegations contained in Paragraph 97 of Plaintiffs' Complaint.

98.

HealthVest denies the allegations contained in Paragraph 98 of Plaintiffs' Complaint.

99.

To the extent the "Wherefore" clause and prayer for relief conceivably require a response, this Defendant denies same.

100.

To the extent any allegations set forth in the Complaint remains unanswered, this Defendant denies same.

WHEREFORE, having responded fully, HealthVest prays:

- a) That Plaintiffs' prayer for relief be denied;
- b) That it be dismissed without costs or liability;
- c) That Defendants have a trial by twelve (12) jurors as the law provides; and
- d) For such other and further relief that is deemed just and proper by the Court.

Respectfully submitted this 17th day of June, 2019.

HALL BOOTH SMITH, P.C.

/s/Thomas J. Mazziotti

THOMAS J. MAZZIOTTI

Georgia Bar No. 479893

JOHN G. WINKENWERDER, JR.

Georgia Bar No. 324946

Counsel for Defendant U.S. HealthVest, LLC

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**IN THE STATE COURT OF CLAYTON COUNTY
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CHRISTIAN SANCHEZ,
Individually and as the Father of
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JURY TRIAL DEMANDED

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a copy of the within and foregoing **DEFENDANT U.S. HEALTHVEST, LLC'S ANSWER TO PLAINTIFFS' COMPLAINT FOR DAMAGES** upon all parties to this matter by electronically filing the same with the Court via the Odyssey efileGA system, which will deliver a copy of this filing to counsel of record as follows:

James I. Seifter
Darren W. Penn
PENN LAW LLC
4200 Northside Parkway, NW
Building One, Suite 100
Atlanta, Georgia 30327
Counsel for Plaintiffs

[Signature on following page]

Respectfully submitted this 17th day of June, 2019.

HALL BOOTH SMITH, P.C.

/s/Thomas J. Mazziotti

THOMAS J. MAZZIOTTI

Georgia Bar No. 479893

JOHN G. WINKENWERDER, JR.

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